

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
MARSHALL DIVISION**

UNITED STATES OF AMERICA, et al.,)
ex rel. CALEB HERNANDEZ and JASON)
WHALEY, Relators)
Plaintiffs,)
v.) Case No. 2:16-cv-00432-JRG
TEAM HEALTH HOLDINGS INC., et al.) Judge Rodney Gilstrap
Defendants.)

CONTINGENT STIPULATION OF DISMISSAL

Pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii) and the *qui tam* provisions of the False Claims Act, 31 U.S.C. § 3730(b)(1), and in accordance with the terms and conditions of the June 14, 2021 Settlement Agreement discussed herein, the United States of America (“United States”), Relators Caleb Hernandez and Jason Whaley (collectively, the “Relators”), and Defendants Team Health Holdings Inc., Team Finance LLC, Team Health Inc., AmeriTeam Services LLC, HCFS Health Care Financial Services LLC, and Quantum Plus LLC (d/b/a TeamHealth West) (collectively, the “Defendants”) (collectively, the Defendants with the United States and the Relators, the “Parties”), by and through undersigned counsel, hereby stipulate and agree to the dismissal of this action subject to the following terms and conditions:

1. The Parties have executed a written settlement agreement dated June 14, 2021 (“Settlement Agreement”).
2. Relators agree that the amount and terms of the Settlement Agreement are fair, adequate, and reasonable pursuant to 31 U.S.C. § 3730(c)(2)(B).

3. The United States and Relators have reached agreement in full settlement of any claims the Relators may have under 31 U.S.C. § 3730(d)(1) for a share of the proceeds of the settlement.

4. Relators and Defendants have reached agreement in full settlement of any claims the Relators may have under 31 U.S.C. § 3730(d)(1) for payment of their reasonable expenses, attorneys' fees and costs.

5. As of the time of this filing, Defendants have not yet made their payments pursuant to the Settlement Agreement. However, Defendants stipulate that such payments will be completed on or before June 28, 2021. Under the terms of the Settlement Agreement, the completion of such payments is a condition precedent to the Parties stipulating to dismissal. As such, upon receipt of Defendants' payments, the Parties will promptly notify the Court that this condition has been satisfied and that this Contingent Stipulation of Dismissal shall thus be given full effect.

6. Accordingly, consistent with the terms of the Settlement Agreement and contingent upon the filing of the notice of receipt of payment in accordance with paragraph 5 above, the Parties stipulate to the following:

a. As to the United States, the claims against the Defendants are dismissed with prejudice as to the Covered Conduct released in the Settlement Agreement, subject to all of the terms of the Settlement Agreement, and any other claims and defendants are dismissed without prejudice.

b. As to Relators, all claims are dismissed with prejudice, subject to all of the terms of the Settlement Agreement.

c. According to the terms of the Settlement Agreement, this Court retains jurisdiction over any disputes that may arise regarding compliance with the terms of the Settlement Agreement or to the extent necessary to enforce the terms and conditions of the Settlement Agreement or this Contingent Stipulation of Dismissal.

The Parties respectfully request that the Court enter an order of dismissal in the form attached upon the filing of the notice of receipt of payment in accordance with Paragraph 5 above.

Dated: June 14, 2021

Respectfully submitted,

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CERTIFICATE OF SERVICE

I hereby certify, on this 14th day of June 2021, I caused a true and correct copy of the foregoing to be served on all counsel of record by electronically filing the same through the Court's electronic filing system.

/s/Trey Duck
TREY DUCK